IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO.3298 OF 2006

IN

APPEAL (L) NO.666 OF 2006

AND

APPEAL (L) NO.666 OF 2006

...

M/s.Imprima Investments

and ors. ..Appellants

v/s.

1.Natrajan Chandran and ors. ..Respondents

...

Mr.N.D.Jaywant for the Appellants.

Mr.Kedar Dighe for Respondent No.3.

...

CORAM: D.K.DESHMUKH &

J.H.BHATIA, JJ.

DATED: 19TH JULY, 2007

P.C.:

1. Assuming that there is sufficient cause made out for condonation of delay, we have heard the learned Counsel for the Appellant.

2. We find that perusal of the detailed and well-considered judgment of the learned single Judge shows that admittedly there is no sale deed executed by the owner in favour of the Appellant and therefore, the learned single Judge has held that the original owners continue to have title to the property and merely because the Memorandum of Understanding has been entered into between the parties and assuming that the Appellant has paid the amount to the owners, the title to the property does not pass to the Appellant. The finding recorded by the learned single Judge is essentially a finding of fact. We find that there is definite material on record to support that finding. Hence, we see no reason to interfere with the order impugned in the Appeal. Motion and Appeal are,therefore, disposed of.

(D.K.DESHMUKH, J.)

(J.H.BHATIA, J.)